



## REPORT TO THE CITY COUNCIL

AGENDA ITEM NO.

COUNCIL MEETING

10/28/08

APPROVED BY

DEPARTMENT DIRECTOR

CITY MANAGER

October 28, 2008

FROM: JERRY P. DYER, Chief of Police  
Police Department

BY: ROGER ENMARK, Deputy Chief  
Administrative Services Division

SUBJECT: APPROVE AN AMENDED AGREEMENT WITH TAYLOR TETER PARTNERSHIP FOR A TOTAL FEE OF \$28,745 FOR ADDITIONAL ARCHITECTURAL SERVICES FOR MECHANICAL AND H.V.C. SYSTEMS FOR CLIMATE CONTROL FOR THE WAREHOUSE, FOR THE NEW PROPERTY AND EVIDENCE STORAGE BUILDING, LOCATED AT 2481 FOUNDRY PARK AVENUE

**KEY RESULT AREA**

Customer Satisfaction, Employee Satisfaction, and Prudent Financial Management

**RECOMMENDATION**

Staff recommends that the City Council approve the amendment agreement with Taylor Teter Partnership for a total fee not to exceed \$28,745. This fee covers additional architectural services required to provide additional mechanical and H.V.C. systems for climate control in the main portion of the evidence warehouse located at 2481 Foundry Park Avenue.

**EXECUTIVE SUMMARY**

Research conducted during the design of this project revealed a need to control the climate for Deoxyribonucleic acid (DNA) evidence stored in the main warehouse. Standards for the long-term storage of any biological or DNA based evidence requires a stable temperature environment between 60 and 75 degrees Fahrenheit, with humidity at or below 25%. This preserves the evidence and allows for a long shelf life of the DNA evidence.

The original contract with Taylor Teter Partnership did not include climate control systems for the warehouse portion of the facility housing dry DNA evidence. This was based on the existing facility and methods currently being used for storing dry DNA evidence. It was determined that an additional \$320,000 in improvements would need to be completed to develop a climate control system for the warehouse, with an additional fee not to exceed \$28,745 for additional architectural services.

A more detailed construction budget has been developed since this project was first brought to Council on June 10, 2008. The budget for the improvements at the new Property and Evidence Building were estimated by the Taylor Teter Partnership at \$2.3 million.

Changing economic conditions may result in lower or higher construction costs.

Upon conclusion of the lease, and upon exercising the purchase option, the City would assume ownership of the building on January 1, 2009. Zengel & Associates completed the appraisal on April 14, 2008. The appraised value for the existing warehouse is \$1,315,000, which is the price that has been agreed upon between the Police Department and S & B Investments. The Police

Department intends to return to Council, prior to January 1, 2009, with a request to exercise the purchase option price, which has been locked in and agreed to by the owner.

Total project costs (lease, purchase, architect fees, construction, legal service, etc.) are estimated to be \$4,500,000.

The City has conducted an environmental review of this lease as Environmental Assessment No. EA-08-10, pursuant to the California Environmental Quality Act (CEQA), resulting in a determination that the project is categorically exempt, pursuant to Article 19 of the State CEQA Guidelines, Section 15301/Class 1 and Section 15332/Class 32 thereof.

### **KEY OBJECTIVE BALANCE**

The project best balances the three Key Objectives of Customer Satisfaction, Employee Satisfaction and Prudent Financial Management. The hiring of an architect and bidding out the improvements and construction will enable the City to move forward with construction of a Property and Evidence Facility at one location. Currently, the Police Department has property stored at ten different locations. This project will incorporate the space needs outlined in the Public Safety Needs Assessment and will accommodate growth within the Police Department and the Fresno County Sheriff's Department, if they choose to participate, through the year 2025.

### **BACKGROUND**

On June 10, 2008, Council approved the initial agreement with Taylor Teter Partnership for architectural services. Part of this process included site visits to several new and existing property and evidence facilities. In July 2008 members from the Fresno Police Department's Property & Evidence Unit, Capital Projects Unit, and a representative from the architectural firm traveled to Phoenix, Arizona, and toured six separate facilities, which included:

- Phoenix Police Department
- Mesa Police Department
- Tucson Police Department
- Pima County Sheriff's Department
- Maricopa County Sheriff's Department
- Gilbert Police Department

These locations were chosen due to their similar climates and because four of the agencies had new or modern facilities. Three of these facilities were built in the last three years and one was not in operation at the time of the visit. All of the facilities listed above had climate-controlled warehouses for all biological or DNA-based evidence stored inside of their main warehouse.

Further research regarding climate control for property and evidence storage revealed two specific relevant laws that the City will need to comply with:

- On January 1, 2001, a new post-conviction testing law was enacted in California. It created a mechanism for inmates to have post-conviction testing done on any DNA evidence utilized in their case to ensure the fairness of their convictions. With this came several issues that had to be addressed with respect to long-term storage and testing of DNA evidence.

- Subsequently, Penal Code 1417.9 was adopted, which mandates that the appropriate governmental entity shall retain any biological material secured in connection with a criminal case for the period of time that any person remains incarcerated in connection with that case. This includes the duration these subjects remain on parole. The biological material must be retained in a condition suitable for DNA testing.

On June 10, 2008, Council approved the initial agreement with Taylor Teter Partnership for architectural services for the new Property and Evidence Building. The initial contract amount was for \$117,338. Approval of this amended agreement will allow the Fresno Police Department to amend the original agreement with Taylor Teter Partnership for an additional total fee not to exceed \$28,745. This would bring the total cost of the agreement to \$146,083 and will allow the Police Department to move forward with the completion of the construction documents.

The next step is bidding the project and securing a general contractor under agreement to complete the construction of the facility by the end of the year. Total lease, property acquisition, and construction costs are estimated at \$4,500,000. Once the project has been bid and the lowest responsive and responsible bidder has been determined, the Fresno Police Department will return to Council for approval to proceed with construction.

#### **FISCAL IMPACT**

The purchase and construction improvements are estimated at \$4,500,000 and can be funded by Impact Fees, Bonds, General Fund, or a combination of all three. Existing funds in the Impact Fee account can be utilized to fund this amended agreement for architectural services, which is a total fee not to exceed \$28,745.

TPH:pgh  
10/21/08

Attachment: Amended Agreement for Architectural Services with Taylor Teter Partnership

## **FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this \_\_\_\_ day of October, 2008, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation, hereinafter referred to as "CITY", and Taylor Teter Partnership, a limited liability partnership, hereinafter referred to as "CONSULTANT".

### **RECITALS**

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated June 11, 2008, for the design of plans and general construction contract documents for the Fresno Police Department Property & Evidence Facility, hereinafter referred to as "Agreement;" and

WHEREAS, CONSULTANT has completed the Schematic Design Phase of the Agreement; and

WHEREAS, CITY now desires to modify the scope of services, therein, by requiring the additional services described in Attachment A.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained, to be kept and performed by the respective parties, the parties agree that the aforesaid Agreement be amended as follows:

1. CONSULTANT shall provide additional services as described in Attachment A, attached hereto and incorporated herein by reference. Such additional services require no additional days under the Agreement to complete the services herein. The additional services will be performed under the schedule originally set by the Agreement.

2. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee of \$28,745.00.

3. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.

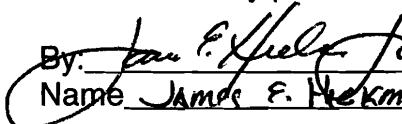
4. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, dated June 11, 2008, remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,  
a municipal corporation

\_\_\_\_\_  
Efren Bañuelos,  
Assistant Public Works Director

Taylor Teter Partnership,  
a limited liability partnership

By:   
Name JAMES F. HICKMAN JR  
Title PARTNER / ARCHITECT

ATTEST:

REBECCA E. KLISCH  
City Clerk

By: \_\_\_\_\_

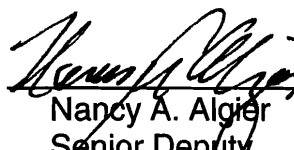
Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
JAMES C. SANCHEZ  
City Attorney

REVIEWED BY:

By:  10/9/08  
Nancy A. Algier Date  
Senior Deputy

\_\_\_\_\_  
Steven Son  
Capital Projects Manager

Attachment: Attachment "A" – Scope of Service

# **Attachment A**

## **SCOPE OF SERVICES** **AMENDMENT #1**

### **Fresno Police Department Property & Evidence Warehouse**

This amendment will provide for the design of a completely functional HVAC and Mechanical system for the interior of the Main Warehouse. It has been determined that conditioning of this space is required to maintain the temperature of the space and ultimately maintain the integrity of the critical evidence being stored. The Main Warehouse space will be conditioned with multiple roof mounted mechanical units.

#### **I. SCOPE OF WORK**

##### **Architectural:**

- Provide details for furred wall and insulation around the perimeter of the interior concrete tilt-up panel wall. The lower 10'-0" above finish floor will include a plywood wall finish (painted) to protect the insulation.
- Provide details for the installation of insulation at the underside of the roof deck.
- Provide details for the installation of the mechanical curbs at the roof.
- Coordinate drawings and specifications with all consultants.

##### **Structural Engineering:**

- Provide calculations to justify the installation of the mechanical units on the roof.
- Coordinate location of mechanical units for minimal load and impact to the existing roof.
- Provide calculations for the blocking, support and anchorage of the mechanical units on the roof.
- Provide details for the blocking and support of the mechanical units on the roof.

##### **Mechanical and Plumbing Engineering:**

- Provide T24 calculations for the Warehouse facility.
- Select mechanical units and provide mechanical schedule and specifications.
- Provide duct and supply and return register layout.
- Provide condensation piping and gas layout.
- Provide corresponding details.

##### **Electrical Engineering:**

- Provide power to each mechanical units.
- Provide fire smoke dampers connected to fire alarm system as required.

#### **II. SCHEDULE**

- No additional days will be added to the Agreement to complete the work herein. The schedule originally set by the Agreement is attainable.

#### **III FEE**

Taylor Teter Partnership will provide the above Scope of Services for the total fixed fee not to exceed the amount of **\$28,745.00**.